John J. Tomaselli TOMASELLI & CO. 110 Wall Street TOWASTEL 11th Floor, No. 68 DET CASTEL New York, New York 10005

Tel: (212) 461-4880 Fax: (212) 214-0318

ATTORNEYS FOR PLAINTIFF SILVER KNOT SHIPPING, LTD.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

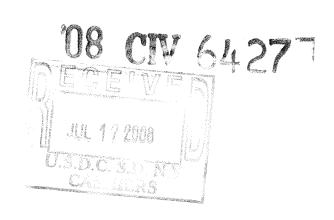
SILVER KNOT SHIPPING LTD.,

Plaintiff,

-against-

INTER ALLIANCE LLC, a/k/a INTER ALYANS LTD.

Defendant.



08 Civ. \_\_\_\_

### VERIFIED COMPLAINT

Plaintiff, Silver Knot Shipping, Ltd., ("Silver Knot" or "Owners"), by and through their attorneys, Tomaselli & Co., for their verified complaint against Inter Alliance LLC, a/k/a Inter Alyans Ltd., alleges upon information and belief as follows:

- 1. This is a case of admiralty and maritime jurisdiction under 28 U.S.C. § 1333 as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
- 2. At all times material herein, plaintiff-Owners Silver Knot were and are a business entity organized and existing under the laws of the British Virgin Islands and with a place of

business at 10, Bunina Street, Odessa, Ukraine. At all material times Silver Knot were the owners, managers or owners pro hac vice of the M/V LUCKY TRAMP, M/V LUCKY TRADER, M/V VASILIY SHUKSHIN and M/V VEGA II.

Document 1

- 3. At all times material herein, defendant-Charterers Inter Alliance LLC a/k/a Inter Alyans Ltd ("Inter Alliance" or "Charterers") are and were a business entity organized, existing or having a place of business in Baku, Azerbaijan, and doing business under both names.
- In May 2008 Silver Knot and Inter Alliance entered into four voyage charters whereby 4. Inter Alliance chartered the cargo vessels M/V LUCKY TRAMP, M/V LUCKY TRADER, M/V VASILIY SHUKSHIN and M/V VEGA II under four GENCON 94 charter party forms for voyages from Izmir, Turkey to Poti, Georgia, with the exception of M/V VEGA II, which was chartered from Unye, Turkey to Poti. Copies of the recap fixtures for each charter appear at Exhibit A.<sup>2</sup>
- 5. The charters constitute maritime contracts.
- 6. The charter parties each provided that Charterers would pay demurrage for excess

<sup>&</sup>lt;sup>1</sup> Inter Alliance has represented themselves as both Inter Alliance LLC and Inter Alvans Ltd. in the documents underlying this case, and Plaintiff seeks recovery against Charterers under both of their operating names.

<sup>&</sup>lt;sup>2</sup> VEGA II was nominated and accepted as a substitute for *LUCKY TRAMP* in June 2008. and therefore a separate fixture for her does not exist. The substitution confirmation for Charterers, however, appears at the end of Exhibit A.

laytime at the rate of USD 4,000 per day pro rata.

7. Each of the vessels was delayed, for Charterers' account, at the loading or discharge ports resulting in the following demurrage liabilities from Charterers to Owners:

M/V LUCKY TRAMP	USD	72,388.89
M/V LUCKY TRADER	USD	$3,400.00^3$
M/V VASILIY SHUKSHIN	USD	99,916.67
M/V VEGA II	USD	52,583.33

- Calculations of the demurrage due for each vessel appear at Exhibit B and were provided 8. to Charterers by Owners.
- 9. Although notice of the amounts due for each vessel have been provided to Charterers, a total of USD 228,288.89 remains outstanding and is overdue.
- Failure to pay the contractual demurrage constitutes breaches of each of the charter 10. contracts.
- 11. Owners have performed all obligations under the charters. Charterers, however, have

<sup>&</sup>lt;sup>3</sup> As can be seen from Exhibit B, the demurrage originally due was USD 23,375, but a partial payment was made reducing the outstanding amount to USD 3,400.00.

refused to pay the USD 228,288.89 as required by the charter parties.

- 12. Charterers have not contested the final tally of amounts owed. In fact, Charterers specifically confirmed their liability and agreed to pay the amounts demanded for LUCKY TRAMP and VASILIY SHUKSHIN by a fax on 24 June 2008. A copy of that fax (mistakenly dated 24 July 2008) appears at Exhibit C. No payment has been received, however.
- 13. During the terms of the charters, payments for Charterers were received from three payment agents for Charterers, (a) Montline Import Corp.of Tortola, British Virgin Islands; (b) Orkinos Denizcilik Sirketi of Trabzon, Turkey; (c) Orkinos Denizcilik Sirketi of Panama.
- 14. In addition, the agent for Charterers, Ismar Shipping Agency Co. Ltd. of Turkey, on information and belief, is receiving and transmitting Charterers' funds as part of Charterers' ongoing daily business transactions and in payment of Ismar's accounts to Charterers.
- 15. Upon information and belief, therefore, funds belonging to Charterers will be transferred to or from the following entities, either as payments to Charterers or as payments made for the benefit of Charterers:
  - Inter Alliance LLC a.

- b. Inter Alyans Ltd
- Montline Import Corp. c.
- d. Orkinos Denizcilik Sirketi
- Ismar Shipping Agency Co. Ltd. e.
- 16. As a result of Charterers' breaches of the charter parties, Silver Knot has suffered damages in the amount of USD 228,288.89.
- 17. The charter parties contain identical arbitration clauses requiring all disputes to be settled at arbitration in London under English law. Upon information and belief, two years time will have passed between the time when Charterers breached the charter parties and the time when Owners will have prosecuted this claim against Charterers to its completion. Under English law, Owners are entitled to receive interest, expenses and reasonable attorneys' fees for prosecuting their claims to completion. The estimated amount of interest, attorneys' fees and costs is estimated to be USD 114,143.88:
  - a. Interest: 33,101.88 (228,288.89 x 0.0725/year x 2 yrs.)
  - b. Attorneys' Fees/Expenses: 81,042.00
    - Total: 114,143.88
- 18. Therefore, as a result of the foregoing and Charterers' breach of its obligations under the four charter parties, Silver Knot has suffered damages in the amount of USD 342,432.77, including estimated interest, attorneys' fees and expenses.

- 19. Upon information and belief, Charterers are not found within the Southern District of New York but do have assets, good or chattels that are or will be located within the jurisdiction, including but not limited to funds transferred by Charterers to the entities above listed and funds owed to Charterers and paid for their benefit by the entities above listed.
- Upon information and belief, the assets, goods or chattels referenced in the preceding paragraph are located at the following financial institutions: Bank of America, N.A.;
  Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JP Morgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; China Trust Bank; Industrial Bank of Korea; Shin Han Bank; Great Eastern Bank; Nara Bank; United Orient Bank; or any other financial institution within the Southern District of New York.

### WHEREFORE, plaintiff Silver Knot Shipping Ltd. prays:

- 1. That process in due form of law according to the practice of this Court in the form of a writ of maritime attachment be issued against bank accounts and other property of Inter Alliance with the financial institutions noted above in paragraph 20;
- 2. That if defendant Inter Alliance cannot be found within this District pursuant to Supplemental Rule B, that all assets of Defendant Inter Alliance LLC a/k/a Inter Alyans Ltd up

to and including the sum of USD 342,432.77 may be restrained and attached, including but not limited to cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, and/or other assets of, belonging to, due or for the benefit of Defendant Inter Alliance LLC a/k/a Inter Alyans Ltd, including but not limited to such assets as may be held, received or transferred in its own name or as may be held, received or transferred for its benefit by the entities who act as its paying/payment agent(s), namely (a) Montline Import Corp.of Tortola, British Virgin Islands; (b) Orkinos Denizcilik Sirketi of Trabzon, Turkey; (c) Orkinos Denizcilik Sirketi of Panama., at one or more of the following institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; China Trust Bank; Industrial Bank of Korea; Shin Han Bank; Great Eastern Bank; Nara Bank; United Orient Bank; or any other financial institution within the Southern District of New York;

- 3. That Inter Alliance and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;
- 4. That judgment be entered in favor of Silver Knot Shipping Ltd. and against Inter Alliance LLC a/k/a Inter Alyans Ltd in the amount of USD 342,432.77 (including estimated interest, expenses and attorneys' fees); and,
- 5. That this Court grant plaintiff Silver Knot Shipping Ltd. such other and further relief which it may deem just and proper.

Dated: New York, New York July/£, 2008

OMASELLI & CO.

By: John J. Tomaselli

110 Wall Street 11th Floor, No. 68

New York, New York 10005

Tel: (212) 461-4880 Fax: (212) 214-0318 tcolaw@att.net

-and-

Michael J. Frevola Holland & Knight LLP

195 Broadway 24th Floor

New York, NY 10007

Tel: (212) 513-3200 Fax: (212) 385-9010

Michael.Frevola@hklaw.com

Attorneys for Plaintiff Silver Knot Shipping, Ltd.

#### VERIFICATION

STATE OF FLORIDA

:ss.:

COUNTY OF BROWARD

JOHN J. TOMASELLI, being duly sworn, deposes and says:

I am a member of the firm of Tomaselli & Co., counsel for Silver Knot Shipping, Ltd., plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Silver Knot Shipping, Ltd. and corresponded with Silver Knot's representatives and corresponding counsel regarding this matter. I am authorized by Silver Knot Shipping, Ltd. to make this verification, and the reason for my making it as opposed to an officer or director of Silver Knot is that there are none within the jurisdiction of this Honorable Court.

John J. Tomaselli

Sworn to before me this 16th day of July 2008

Notes Public

N G FOWLER

Notary Public - State of Florida

My Commission Expires Feb 11, 2011

Commission # DO 604400

Bonded Through Netional Notary Assn.

### **EXHIBIT A**



"ismar chartering" <info@ismarchartering.com

07.05.2008 13:41

To "Silver Knot Shipping - Ukraine" <sknot@tn.odessa.ua>

CC bcc

Subject MV LUCKY TRAMP - IZMIR / POTI

Ga gays

Eugene/Onur

Chrts lifted stem, so vsl is fully fixed with c/p dc.07.5.2008

MV "LUCKY TRAMP", KISHINEV TYPE or sub owners option 1972, UKR FLAG/CREW, DWT/DWCC 4709/4400 TNS ON DRAFT 4.86 M L/B/DM 113.80/15.00/6.50 M GR/BL 6070/5800 CBM, 4HH

ho dims, m ha dims, m gr/bl, cbm

1-18.40x13.60x6.0 12.0x8.30 1480/1420 2-18.40x13.60x5.6 12.0x8.30 1550/1480 3-18.40x13.60x5.6 13.8x8.30 1520/1450 4-18.40x13.60x5.6 13.8x8.30 1520/1450

GT/NT 3712/1786 CLASS: II SP CLASSED BY SHIPPING REGISTER OF UKRAINE ALL WOG

ALL DETAILS ABOUT GIVEN IN GOOD FAITH BUT WOG

#### FOR :

- ACCT: M/S "INTER ALLIANCE LLC BAKU-AZARBEYJAN"
- CGO: ABT 4400 TNS UP TO FCC VSL'S CAP IN OO OF CLINKER IN BLK, NON IMO. NON

DANGEROUS, WITH CGO'S SE-DWT

- LOADING: IZMIR / TURKEY DISCHARGING: POTI, GEORGIA
- I GSPB AAAA BENDS
- L/C: 10/15 MAY 2008
- L/D 3 DS TTL SSHEX EIU BE FRI.17/MON.08 NTC
- REVERSIBLE LAYTIME
- LAYTIME AT LPORT TO COUNT TILL CGO DOC ON BOARD, BUT CHRTS HAVE FREE 3

FOR IT

- LAYTIME AT DPORT TO COUNT TILL DISCH COMPLID
- UPON LOADING VSL'S HOLDS MUST BE DRY, CLEAN, FREE FROM INSECTS
- CARGO QUANTITY TO BE DETERMINED BY DRAFT SURVEY FOR CERTR'S TIME/ACCOUNT. TIME FOR DRAFT SURVEY TO COUNT AS LITIME. TIME FOR WAITING DRAFT SURVEY TO COUNT AS LAYTIME. TIME FOR PUMPING OUT BALLAST, NESSESARY FOR DRAFT SURVEY, NOT TO COUNT. IN CASE RECEIVERS DETERMINE CGO Q-TY USING SHORE SCALE, OWNERS ARE NOT TO BE RESPONSIBLE FOR ANY DIFFERENCE WITH B/L WEIGHT.
- STEVEDORES ARE SERVANTS OF CHRTRS/SHIPPERS/RECEIVERS BENDS.
- STEVEDORE'S DAMAGES, IF ANY, TO BE FOR CHRTRS TIME/ACCOUNT BE
- IN CASE THE OWS WILL HAVE TO ORDER VESSEL FOR INTERRUPTION OF CGC OPERATIONS CAUSED DUE TO CHRTRS' FAILURES SUCH AS FAILURE OF THE FREIGHT PAYMENT IN TIME AGREED IN COVERNING C/P AND/OR FAILURE TO PRESENT ORIGINAL BS/L OR APPROPRIATE LOI OF DWS PANDI WORDING INSTEAD, THEN AT SUCH A CASE VESSEL IS TO BE CONSIDERED UNDER DETENTION AND THAT PERIOD OF TIME TO BE CHARGED AT DETENTION RATE EQUAL TO DEMURRAGE RATE.

Exh A(1) LUCKY TRAMP recap

- HOLDS TO BE SEALED BY SHIPPERS/CHRTRS REPRESENTATIVES OR AGENTS FOR CHRORS ACCOMPTIME AFTER LOADING COMPLETED. AT PORT OF LOADING MASTER TO ISSUE SEALING CERTIFICATE WHICH SIGN BY OWNERS (MASTER), SHIPPERS, CUSTOM'S REPR OR AGENTS, INTACT SEALS PRESENT TO RECEIVERS REPRES PRIOR TO COMMENCEMENT OF DISCH TO ABSOLVE MASTER/OWNERS FROM SHORTAGE CHAIMS IN DISCH PORT. AT DISCH PORT MASTER TO ISSUE UNSEALING CERTIFICATE WHICH SIGN BY OWNERS (MASTER), RECEIVERS OR AGENTS
- EXACT QUANTITY TO BE DETERMINED BY WAY OF DRAFT SURVEY AT BENDS. IF ANY TET TO BE FOR CHRTS ACCT. NO TET DUE TO VSD UNDER UKRAINE FLAG
- DRAFT SURVEY TO BE FOR CHRIS TIME/ACCOUN, BUT CHRIS HAVE 2 FREE HOURS FOR
- FRT USD 15,00.- PMT FTOST, BSS 1/1 BSS 1/1, FIO SPOUT/GRAB TRIMMED
- FRT PAYABLE: 100 PCT LESS COMMISIONS ONLY W/I 1 BDAYS AFTER S/RELEASING BS/L MARKED 'FRT PAYABLE AS PER C/P' TO OWNERS' OR MANAGERS NOMINATED BANK ACCT IN USD CURRENCY
- ALL CGO'S REMARKS MASTER LL INSERT AT M/R AND B/L
- SHUD CHRTRS REQUIRE 'FREIGHT PREPAID' BS/L SAME TO REMAIN AT AGENTS CUSTODY TILL OWNERS RECEIVE FULL FRI ON THEIR ACCOUNT
- CARGO TO BE DISCHARGED AGAINST ONE ENDORSED ORIGINAL B/L.
- SHIFTING IN PORT/ROAD TO SECOND LOAD/ DISCH BERTH/BARGE IF ANY, TO BE FOR CERTRS ACCOUNT/ TIME BE.
- FREIGHT DEEMED EARNED ON SIGNING B/L DISCOUNTLESS AND NONRETURNABLE SHIP AND/OR CARGO LOST OR NOT LOST
- 2 PM / 8AM CLS TO APPLY BE.
- NOR TO BE TENDERED W / W / W / W VIA CABLE / TLX / VHF WI ANYTIME
- DEMM USD 4000 PDPR/FD BENDS
- ONCE ON DEMURRAGE, ALWAYS ON DEMURRAGE
- DEM IF ANY PAYABLE W/I 7 DAYS AFTER PRESENTATION OF LAYTIME CALCULATION + S.O.F AND N.O.R BY FAX.
- MASTER HAS THE RIGHT TO REJECT ANY UNSOUND / DAMAGED CARGO CHARTERERS TO BE RESPONSIBLE FOR REPLACEMENT OF CARCO FOUND
- UNSOUND AND ALL TIME USED FOR IT TO COUNT AS LAYTIME
- SHORE/FLOATING CRANES FOR BOTH LOAD AND DISCH OPERATIONS TO BE FOR SHIPPERS/RCVRS/CHRTS TIME/ACCOUNT BENDS.
- CGO ANALYSIS, IF ANY, TO BE FOR CHRTRS ACCOUNT AND ALL WAITING TIME TO COUNT AS LAYTIME BE
- ship's owners have right ask chrtrs to pay lport d/a to their agent directly and then deduct same amnt fm frt
- CHRTRS AGENT AT BENDS PROF D/A AS PER OFFICIAL TARIFF , SUB D/A OWS APPROVAL

Load port agent : M-S MERT SHIPPING AT LOAD PORT TEL 0090 232 422 72 04 / 422 23 47 FAKS 0090 232 463 08 30 EMAIL czorer@mertshipping.ccm mertshippingagcy@superonline.com

Disch port agent : Secinspect / Georgia Email: k.kindelaki@geoinspect.ge Mic : Kakha Kandelaki Cell phone: +995 99 551998

- 2 PM / 8AM CLS TO APPLY BE.
- NOR TO BE TENDERED W / W / W / W VIA CABLE / TLX / VHF WI ANYTIME
- HOLIDAYS AS PER BIMCO CALENDER 2008 ONLY.
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- C'WISE AS PER CLEAN GCN 94 WITH LOGICALLY AMENDMENTS AS PER MAIN TERMS AGREED

- COM 2.5 ITL

END

Best Regards, Onur KANIER

As Broker&Agent Only

ISMAR SHIPPING AGENCY CO.LTD/TURKEY

Email: info@ismarchartering.com tel : +90 232 464 04 65 pbx

fax : +90 232 464 04 64

msn : enurkanier@hotmail.com icq : 19317674

No virus found in this outgoing message.

Checked by AVG. Version: 7.5.524 / Virus Database: 269.23.9/1417 - Release Date: 06.05.2008

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> 8 "Silver Knot Shipping - Ukraine" <sknot@tn.odessa.ua>

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no dims, m ha dims, m gr/bl.cbm

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GT/NT 3712/1786 CLASS: II SP CLASSED РΥ SHIPPING REGISTER () (1)

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TRADER recap xhibit A(2) LUCKY

- HOLDS TO BE SEALED BY SHIPPERS/CHRIRS REPRESENTATIVES OR AGENTS FOR CHRTRS ACCNT/TIME AFTER LOADING COMPLETED. AT PORT OF LOADING MASTER TO ISSUE SEALING CERTIFICATE WHICH SIGN BY OWNERS (MASTER), SHIPPERS, CUSIOM'S REPRIOR AGENTS. INTACT SEALS PRESENT TO RECEIVERS REPRES PRIOR TO COMMENCEMENT OF DISCH TO ABSOLVE MASTER/OWNERS FROM SHORTAGE CLAIMS IN DISCH PORT. AT DISCH PORT MASTER TO ISSUE UNSEALING CERTIFICATE WHICH SIGN BY OWNERS (MASTER), RECEIVERS OR AGENTS

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Load port agent : M-S MERI SHIPPING AT LOAD PORT TEL 0090 232 422 72 04 / 422 23 47 #AKS 0090 232 463 08 30 EMAIL czorer@mertshipping.com mertshippingagcy@superonline.com

Diach port agent : Geolaspect / Georgia Email: x.kandelaki@geoinspect.ge Mic: Kakha Kandelaki Cell phone: +995 99 551998

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- COM 2.5 TTL

CNB

Best Regards, Cnur KANIER

As Broker&Agent Only

ISMAR SHIPPING AGENCY CO.LTD/TURKEY

Email: info@ismarchartering.com

tel : +90 232 464 04 65 pbx fax : +90 232 464 04 64 msn : onurkanier@hotmail.com

icq : 19317674

skype: cnurkanier

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 269.23.9/1419 - Release Date: 07.05.2000

07:46

"ismar chartering" <info@ismarchartering.com> 07.05.2008 13:50

To "Silver Knot Shipping - Ukraine" <sknot@tn.odessa.ua>

CC

bcc

Subject MV VASILIY SHUKSHYN - IZMIR/POTI

Gd days Eugene/Onur Chrts lifted stem, so vsl is fully fixed with c/p dd.07.5.2008 MV VASILIY SHUKSHYN DRY CARGO VESSEL GRAIN CLEAN YEAR, PLACE OF BUILD: 1978, NAVASHINO, RUSSIA FLAG: UKRAINE PORT OF REGISTRY: IZMAIL CLASSED BY: UKRAINIAN REGISTRY OF SHIPPING P I COVERED H:M COVERED LOA, MTRS: 124.4 LBP, MTRS: 116.8 BRDTH MLDD, MTRS: 16.4 DPTH MLDD, MTRS: 7.5 DWT, MTS: 6100 DWCC, MTS: 5800 DRAFT, MTRS: 5.84 GRT/NRT: 4517/1927 CAPACITY GRAIN / BALE, CBM: 6800 /6680 H1: 1850 / 1730 CBM, H2: 1650 / 1650 CBM, H3: 1650 / 1650 CBM, H4: 1650 / 1650 CBM NUMBER OF HOLDS/HATCHES: 4/4 TYPE OF HATCHCOVERS: END-ROLLING HOLDS DIMENSIONS (L X B X H, MTRS)  $H1: 17,5 \times 8 \times 8,2$  $H2: 17,5 \times 12,8 \times 7,8$ H3: 17,5 x 12,8 x 7,8 H4: 17,5 x 12,8 x 7,8 HATCH DIMENSIONS (L X B, MTRS)  $H1: 13,3 \times 10,6$ H2: 13,3 x 12,8 H3: 13,3 x 12,8 H4: 13,3 x 12,8 HOLDS VENTILATION MECHANICAL ALL DETAILS ABOUT GIVEN IN GOOD FAITH BUT WOG FOR : - ACCT: M/S "INTER ALLIANCE LLC BAKU-AZARBEYJAN" - CGO: ABT 5800 TNS UP TO FCC VSL'S CAP IN OO OF CLINKER IN BLK, NON IMO, NON DANGEROUS, WITH CGO'S SF=DWT LOADING: IZMIR / TURKEY - DISCHARGING: POTI, GEORGIA - 1 GSPB AAAA BENDS - L/C: 09/14 MAY 2008 - L/D 3 DS TTL SSHEX EIU BE FRI.17/MON.08 NTC - REVERSIBLE LAYTIME - LAYTIME AT LPORT TO COUNT TILL CGO DOC ON BOARD, BUT CHRTS HAVE FREE 3 HRS FOR IT - LAYTIME AT DPORT TO COUNT TILL DISCH COMPLIED - UPON LOADING VSL'S HOLDS MUST BE DRY, CLEAN, FREE FROM INSECTS - CARGO QUANTITY TO BE DETERMINED BY DRAFT SURVEY FOR CHRTR'S TIME/ACCOUNT.

TIME FOR DRAFT SURVEY TO COUNT AS LTIME. TIME FOR WAITING DRAFT SURVEY TO COUNT AS LAYTIME. TIME FOR PUMPING OUT BALLAST, NESSESARY FOR DRAFT SURVEY, NOT TO COUNT. IN CASE RECEIVERS DETERMINE CGO Q-TY USING SHORE SCALE,

> Exhibit A(3) VASILIY SHUKSHIN recap

OWNERS ARE NOT TO BE RESPONSIBLE FOR ANY DIFFERENCE WITH B/L WEIGHT.

- STEVEDORES ARE SERVANTS OF CHRTRS/SHIPPERS/RECEIVERS BENDS.
- STEVEDORE'S DAMAGES, IF ANY, TO BE FOR CHRTRS TIME/ACCOUNT BE IN CASE THE OWS WILL HAVE TO ORDER VESSEL FOR INTERRUPTION OF CGO OPERATIONS CAUSED DUE TO CHRTRS' FAILURES SUCH AS FAILURE OF THE FREIGHT PAYMENT IN TIME AGREED IN GOVERNING C/P AND/OR FAILURE TO PRESENT ORIGINAL BS/L OR APPROPRIATE LOI OF OWS PANDI WORDING INSTEAD, THEN AT SUCH A CASE VESSEL IS TO BE CONSIDERED UNDER DETENTION AND THAT PERIOD OF TIME TO BE CHARGED AT DETENTION RATE EQUAL TO DEMURRAGE RATE.
- HOLDS TO BE SEALED BY SHIPPERS/CHRTRS REPRESENTATIVES OR AGENTS FOR CHRTRS ACCNT/TIME AFTER LOADING COMPLETED. AT PORT OF LOADING MASTER TO ISSUE SEALING CERTIFICATE WHICH SIGN BY OWNERS (MASTER), SHIPPERS, CUSTOM'S REFR OR AGENTS.INTACT SEALS PRESENT TO RECEIVERS REPRES PRIOR TO COMMENCEMENT OF DISCH TO ABSOLVE MASTER/OWNERS FROM SHORTAGE CLAIMS IN DISCH PORT. AT DISCH PORT MASTER TO ISSUE UNSEALING CERTIFICATE WHICH SIGN BY OWNERS (MASTER), RECEIVERS OR AGENTS
- EXACT QUANTITY TO BE DETERMINED BY WAY OF DRAFT SURVEY AT BENDS.
- IF ANY TET TO BE FOR CHRTS ACCT. NO TET DUE TO VSL UNDER UKRAINE FLAG
- DRAFT SURVEY TO BE FOR CHRTS TIME/ACCOUN, BUT CHRTS HAVE 2 FREE HOURS FOR TT
- FRT USD 15,00.- PMT FIOST, BSS 1/1 BSS 1/1, FIO SPOUT/GRAB TRIMMED FRT PAYABLE: 100 PCT LESS COMMISIONS ONLY W/I 1 BDAYS AFTER S/RELEASING BS/L MARKED 'FRT PAYABLE AS PER C/P' TO OWNERS' OR MANAGERS NOMINATED BANK ACCT IN USD CURRENCY
- ALL CGO'S REMARKS MASTER LL INSERT AT M/R AND B/L
- SHUD CHRTRS REQUIRE 'FREIGHT PREPAID' BS/L SAME TO REMAIN AT AGENTS CUSTODY TILL OWNERS RECEIVE FULL FRT ON THEIR ACCOUNT
- CARGO TO BE DISCHARGED AGAINST ONE ENDORSED ORIGINAL B/L.
- SHIFTING IN PORT/ROAD TO SECOND LOAD/ DISCH BERTH/BARGE IF ANY, TO BE FOR CHRTRS ACCOUNT/ TIME BE.
- FREIGHT DEEMED EARNED ON SIGNING B/L DISCOUNTLESS AND NONRETURNABLE SHIP AND/OR CARGO LOST OR NOT LOST
- 2 PM / 8AM CLS TO APPLY BE.
- NOR TO BE TENDERED W / W / W VIA CABLE / TLX / VHF WI ANYTIME
- DEMM USD 5500 PDPR/FD BENDS
- ONCE ON DEMURRAGE, ALWAYS ON DEMURRAGE
- DEM IF ANY PAYABLE W/I 7 DAYS AFTER PRESENTATION OF LAYTIME CALCULATION + S.O.F AND N.O.R BY FAX.
- MASTER HAS THE RIGHT TO REJECT ANY UNSOUND / DAMAGED CARGO CHARTERERS TO BE RESPONSIBLE FOR REPLACEMENT OF CARGO FOUND
- UNSOUND AND ALL TIME USED FOR IT TO COUNT AS LAYTIME
- SHORE/FLOATING CRANES FOR BOTH LOAD AND DISCH OPERATIONS TO BE FOR SHIPPERS/RCVRS/CHRTS TIME/ACCOUNT BENDS.
- CGO ANALYSIS, IF ANY, TO BE FOR CHRTRS ACCOUNT AND ALL WAITING TIME TO COUNT AS LAYTIME BE
- ship's owners have right ask chrtrs to pay lport d/a to their agent directly and then deduct same amnt fm frt
- CHRTR'S AGENT AT BENDS PROF D/A AS PER OFFICIAL TARIFF , SUB D/A OWS APPROVAL

Load port agent : M-S MERT SHIPPING AT LOAD PORT TEL 0090 232 422 72 04 / 422 23 47 FAKS 0090 232 463 08 30 EMAIL czorer@mertshipping.com mertshippingagcy@superonline.com

Disch port agent : Geoinspect / Georgia Email: k.kandelaki@geoinspect.ge Mic: Kakha Kandelaki Cell phone: +995 99 551998

- 2 PM / 8AM CLS TO APPLY BE.
- NOR TO BE TENDERED W / W / W VIA CABLE / TLX / VHF WI ANYTIME
- HOLIDAYS AS PER BIMCO CALENDER 2008 ONLY.

- shifting of ego, if any, to be for chrtrs time/account and to be done by stevedores
- FUMIGATION, IF ANY, FOR CHRTS ACCT INCL. TIME LOST.
- IF FUMIGATION PROCESS WILL REQUIRE TO REPATRIATE CREW'S MEMBERS ON
- SHORE, ALL EXPENSE, INCLUDING HOTEL, WILL BE FOR CHRTRS TIME AND ACCOUNT ANY SHIFTING IN PORT/ROAD, IF ANY, TO BE FOR CHRTRS TIME/ACCOUNT BE TAXES/DUES ON CARGO/FRT (INCL TURK FRT TAXES) TO BE FOR CHARTERERS
- ACCOUNT - TAXES/DUES ON VESSEL/FLAG/CREW TO BE FOR OWNERS' ACCOUNT
- EXINS DUE TO VSL'S AGE, IF ANY, TO BE FOR CHRS ACCOUNT
- G/A LONDON AS PER Y/A RULES 94
- ARB LONDON, ENGLISH LAW TO APPLY, LMAA SMALL CLAIMS PROCEDURE TO APPLY.
- BS/L TO BE ISSUED ON ''CONGENBILL EDITION 1994''
- C/P TO INCORPORATE GENERAL PARAMOUNT CLAUSE
- NEW JASON CLAUSE, BOTH TO BLAME COLLISSION CLAUSE AND P+I BUNKER DEVIATION
- O'WISE AS PER CLEAN GCN 94 WITH LOGICALLY AMENDMENTS AS PER MAIN TERMS AGREED

- COM 2.5 TTL

END

Best Regards, Onur KANIER As Broker&Agent Only

ISMAR SHIPPING AGENCY CO.LTD/TURKEY

Email: info@ismarchartering.com

tel : +90 232 464 04 65 pbx

fax : +90 232 464 04 64
msn : onurkanier@hotmail.com
icq : 19317674

skype: cnurkanier

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 269.23.9/1417 - Release Date: 06.05.2008

08:07



"ismar chartering" <info@ismarchartering.com> 10.06.2008 10:31

To <sknot@tn.odessa.ua>

CC

bcc

Subject RE: m/v "Lucky Tramp" demmurage calculation Izmir - Poti cp dd 07.05.08

ad mrd

eugene/onur

well noted and passed to chrts, reverting with their reply shortly mtime chrts confirmed mv vega 2 sub for mv 1.tramp fixture with 1/c 14/17 pls kindly inform vsl eta unye for preparations

brads, ismar shipping agency co ltd as broker only 0×+

From: sknot@tn.odessa.ua [mailto:sknot@tn.odessa.ua]

Sent: Tuesday, June 10, 2008 10:07 AM

To: info@ismarchartering.com

Subject: m/v "Lucky Tramp" demmurage calculation Izmir - Poti cp dd 07.05.08

To: Ismar Chartering

From: Silver Knot Shipping Ltd

Gd day,

PIs find attached following documents:

- 2 pages of laytime calculation
- SOF at Izmir
- SOF at Poti
- Bill of lading

Pls confirm remmitance effected and advise full details of transfer by sending us bank swift of this remmitance.

Brgds,

Silver Knot Shipping Ltd

# **EXHIBIT B**

BLACK SEA SHIPPING.

LAYTIME STATEMENT AND CALCULATION.

S.C.

Vessel Name : lucky tramp

Vessel Dwt. : 4,709M

Date / Ref. : 260508 C/Party Date : 070508

B/Ldng. Date : 130508

Owner

: faithfull shipping

Charterer

: inter alliance llc baku-azarbeyjan

Voyage

: izmit/poti

Remarks

Cargo Size

4,400.000 metric tonnes.

Terms

1

: All purposes.

Allowed : 3.00 days SHEX

: Always on demurrage.

Dem. Rate : USD 4,000.00 per day.

: Laytime saved.

Des. Rate : USD

0.00 per day.

Port	Start	Date	Compl	ete Date	Gro DD	es T HH	ime MM
izmir	1150	10MAY08	2220	13MAY08	03	10	30
poti	1415	20MAY08	0200	10JUN08	20	11	45

Total	Tim DD	e U HH	sed MM	Tim DD	e A HH	lwd MM	Dem DD	urra HH	ge MM
izmir poti	01 19	08 18	20 00						
Total Load & Disch.	21	02	20	03	30	00	18	02	20

				**************************************
Total Demurrage	18.097222 day	vs @ USD	4.000.00 = U	SD 72,388.89
Wincar Demorrade		10 0 000	-,	

Exhibit B(1) LUCKY TRAMP demurrage calculation

Port	izmi	r (Loa	ding.)				***************************************		and the second s
Remarks						4-41	·····		
Date	Day	Time	Event	Counting	Lay DD	time HH	MM	1	murra HH
10MAY08 11MAY08 12MAY08 13MAY08	MON	1150 1400 2220	NOR. Tendered. Time counts. Loading complete.	No Yes	00	10 22	30 20		-
	ž			Totals	01	08	20		

Date   Day   Time   Event   Counti						
20MAY08 TUE 1415 NOR. Tendered. No Yes 21MAY08 WED 0800 Time counts. Yes 22MAY08 FRI 1700 Week end starts. No 24MAY08 SAT 25MAY08 SUN 26MAY08 MON 27MAY08 TUE 2000 Time counts. Yes 28MAY08 WED 29MAY08 THU 1300 Bad weather. No 30MAY08 FRI 1700 Week end starts. No 31MAY08 SAT 01JUN08 SUN 02JUN08 MON 0800 Time counts. Yes 04JUN08 WED 05JUN08 THU 06JUN08 FRI 1700 Week end starts. No						
21MAY08   WED   0800   Time counts.   Yes	;	Lay	ytime HH		De DD	murra HH
08JUN08 SUN 09JUN08 MON 0800 Time counts. Yes 10JUN08 TUE 0200 Discharging complete.		00	16 23	00 40	001001 001001 001001 001001 001001	00 00 00 00 00 00 00 00 00 00 00 00 00

BLACK SEA SHIPPING.

LAYTIME STATEMENT AND CALCULATION.

S.C.

Vessel Name : lucky trader

Vessel Dwt. : 4,709M

Date / Ref. : 280508

C/Party Date : 070508 B/Ldng. Date : 150508

Owner

: kingstone organization

Charterer

: inter alliance llc baku-azarbeyjan

Voyage

: izmir/poti

Remarks

Cargo. Size

4,400.000 metric tonnes.

Terms

: All purposes.

Allowed : 3.00 days SHEX

: Always on demurrage.

Dem. Rate : USD Des. Rate : USD

4,000.00 per day.

: Laytime saved.

0.00 per day.

Port	Start	Date	Compl	ete Date	Gro DD	ss T HH	ime MM
izmir poti		10MAY08 21MAY08	1	15MAY08 28MAY08	04 06		45 30

Total	Tim DD	e U HH	sed MM	Tim DD	e A HH	lwd MM	Dem DD	urra HH	ge MM
izmir poti	02 06	16 04	15 00						
Total Load & Disch.	08	20	15	03	00	00	03	26	15

Total Demurrage	5.843750 days @ USD	4,000.00 = USD	23,375.00
Hi	1		

Exhibit B(2) LUCKY TRADER demurrage calculation

Port	izmi	r (Loa	ding.)						
Remarks									
Date	Day	Time	Event	Counting	Lay	time HH	ММ	De DD	murra HH
10MAY08 11MAY08 12MAY08 13MAY08 14MAY08	MON TUE	2030 1400 0245 0345	NOR. Tendered. Time counts. draft survey Time counts.	No Yes No Yes	00 01 00 00	10 00 02 20	00 00 45 15	A COLON COLON DE LA COLON DE L	
15MAY08	THU	0715	Loading complete.	Totals	00	07 16	15 15		***************************************

Port	poti	(Disc	harging.)						
Remarks						The state of the s			
Date	Day	Time	Event	Counting	Lay	time HH	MM	į.	murra HH
21MAY08 22MAY08 23MAY08 24MAY08 25MAY08 26MAY08 27MAY08	SAT SUN MON	2230 1400 1700	NOR. Tendered. Time counts. Week end starts. Time counts.	No Yes No	00	37	45	00 01 01 01 01	02 00 00 00 00
28MAY08		1800	Discharging complete.					00	13
				Totals	00	07	45	05	20

BLACK SEA SHIPPING.

LAYTIME STATEMENT AND CALCULATION.

S.C.

Vessel Name : vasiliy shukshin

Vessel Dwt. : 6,100M

Date / Ref. : 130608

C/Party Date : 070508 B/Ldng. Date : 180508

Owner

: udascom, manager: silver knot shipping

Charterer

: inter alliance llc baku-azarbeyjan

Voyage

: izmir/poti

Remarks

Cargo Size

5,800.000 metric tonnes.

Terms

: All purposes.

Allowed : 3.00 days SHEX

: Always on demurrage.

Dem. Rate : USD Des. Rate : USD

5,500.00 per day. 0.00 per day.

: Laytime saved.

Complete Date Port Date Start Gross Time DD HH MM 1615 15MAY08 izmir 1310 18MAY08 02 20 55 poti 0515 24MAY08 1200 13JUN08 20 06 45

Total	Tim DD	ne U HH	sed MM	Tim DD	e A HH	lwd MM	Dem DD	urra HH	ge MM
izmir poti	00 20	09 19	00						
Total Load & Disch.	21	04	00	03	00	00	18	04	00

ŧ				
-	Total Demurrage	18.166667 days @ USD	5,500.00 = USD	99,916.67

Exhibit B(3) VASILIY SHUKSHIN demurrage calculation

Port	izmir (Loading.)									
Remarks										
Date	Day	Time	Event	Counting	Lay DD	time HH	MM		murra HH	
15MAY08 16MAY08 17MAY08 18MAY08 19MAY08	THU FRI SAT SUN MON	1615 0800 1700 1310 0800	NOR. Tendered. Time counts. Week end starts. Loading complete. Time counts.	No Yes No Yes	00	09	00			
L	<b></b>			Totals	00	09	00		***************************************	

Port	poti	. (Disc	harging.)						
Remarks									
Date	Day	Day Time Event		Counting	Laytime DD HH M		MM		murra HH
24MAY08 25MAY08	SAT	0515	NOR. Tendered.	No		***************************************			
26MAY08 27MAY08 28MAY08	TUE	1400	Time counts.	Yes	00	10 00 00	00 00		
29MAY08 30MAY08 31MAY08 01JUN08	THU FRI SAT	1300 1700	Bad weather. Week end starts.	No No	00	05	00	00 01 01 01	19 00 00 00
02JUN08 03JUN08 04JUN08 05JUN08	MON TUE WED	0800	Time counts.	Yes				01 01 01 01	00 00 00
06JUN08 07JUN08 08JUN08	FRI SAT	1700	Week end starts.	No				01 01 01	00
09JUN08 10JUN08 11JUN08 12JUN08	TUE	0800	Time counts.	Yes				01 01 01 01	00 00 00
13JUN08 14JUN08 15JUN08	FRI SAT	1700	Week end starts.	No				01 01 01	00 00 00
16JUN08		0800 0900	Time counts. Discharging complete.	Yes				00	08 01
				Totals	02	15	00	18	04

BLACK SEA SHIPPING.

LAYTIME STATEMENT AND CALCULATION.

S.C.

Vessel Name : vega 2

Vessel Dwt. : 4,709M

Date / Ref. : 040708 C/Party Date : 190508 B/Ldng. Date : 200608

Owner

: udasco, manager; silver knot shipping: inter alliance llcbaku-azarbeyjan

Charterer

Voyage

: unye/poti

Remarks

Cargo Size

4,400.000 metric tonnes.

Terms

: All purposes.

Allowed : 3.00 days SHEX

Dem. Rate : USD 4,000.00 per day.

0.00 per day.

: Always on demurrage. : Laytime saved.

Des. Rate : USD

Port	Start	Date	Complete Date		Gro DD	ss T HH	ime MM
unye poti	3	14JUN08 21JUN08	) "	20JUN08 03JUL08	05 12	20 01	30 00

Total		Time Used DD HH MM			Time Alwd DD HH MM			Demurrage DD HH MM		
unye poti	04 12	02 01	30 00							
Total Load & Disch.	16	03	30	03	00	00	13	03	30	

1				
T	otal Demurrage	13.145833 days @ USD	4,000.00 = USD	52,583.33

Exhibit B(4) VEGA II demurrage calculation

Page 29 of 31

Case 1:08-cv-06427-PKC

Document 1

Filed 07/17/2008

Kom TELABETRETTO

著一字山南 口明 日:

## **EXHIBIT C**

Case 1:08-cv-06427-PKC

Document 1

Filed 07/17/2008

Page 31 of 31

S məhdud məsuliyyətti çəmiyyət

Azərbaycan, Bakı, M.Əlizadə küç., 80 Tel.: (+994 12) 5983118 / 4375391 Faks: (+994 12) 4800759 info@interalyans.az www.interalyans.az

NO 0 1/24

24- July 2008

Our company guarantees to pay the demurrage of vessel Lucky Tramp 72.388 USD and the demurrage of vessel Vasiliy Shukshin 99.916 USD. We undertake to pay this amount during the week.

Hacau.

Best regards, Inter Alyans LTD INTERAL YANS

Exhibit C charterers' 24 JUN 08 fax